

# **REQUEST FOR PROPOSALS**

## **Development/implementation of Louisiana Department of Revenue's First Data Mart**



**File No.: 44000011104**

**Proposal Opening Date: June 11, 2010**

**Proposal Opening Time: 4:00 PM**

**State of Louisiana  
Department of Revenue  
*April 26, 2010***

## TABLE OF CONTENTS

### **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

1.1	Background .....	1
1.1.1	Purpose .....	1
1.1.2	Goals and Objectives .....	2
1.2	Definitions .....	3
1.3	Schedule of Events .....	3
1.4	Proposal Submittal .....	3
1.5	Proposal Response Format .....	4
1.5.1	Number of Response Copies .....	7
1.5.2	Legibility/Clarity .....	7
1.6	Confidential Information, Trade Secrets, Proprietary Information .....	7
1.7	Proposal Clarifications Prior to Submittal .....	8
1.7.1	Pre-proposal Conference .....	8
1.7.2	Proposer Inquiry Period .....	8
1.8	Errors and Omissions in Proposal .....	9
1.9	Proposal Guarantee .....	9
1.10	Performance Bond .....	9
1.11	Changes, Addenda, Withdrawals .....	9
1.12	Withdrawal of Proposal .....	9
1.13	Material in the RFP .....	9
1.14	Waiver of Administrative Informalities .....	10
1.15	Proposal Rejection .....	10
1.16	Ownership of Proposal .....	10
1.17	Cost of Offer Preparation .....	10
1.18	Non-negotiable Contract Terms .....	10
1.19	Taxes .....	10
1.20	Proposal Validity .....	10
1.21	Prime Contractor Responsibilities .....	10
1.22	Use of Subcontractors .....	11
1.23	Written or Oral Discussions/Presentations .....	11
1.24	Acceptance of Proposal Content .....	11
1.25	Evaluation and Selection .....	11
1.26	Contract Negotiations .....	12
1.27	Contract Award and Execution .....	12
1.28	Notice of Intent to Award .....	12
1.29	Debriefings .....	12
1.30	Insurance Requirements .....	13
1.31	Subcontractor Insurance .....	13
1.32	Indemnification and Limitation of Liability .....	13
1.33	Fidelity Bond Requirements .....	14
1.34	Payment for Services .....	14
1.35	Termination .....	14
1.35.1	Termination for Cause .....	14
1.35.2	Termination for Convenience .....	14
1.35.3	Contract is contingent upon appropriation of funds .....	15

1.36	Assignment .....	15
1.37	No guarantee of Quantities.....	15
1.38	Audit of Records.....	15
1.39	Civil Rights Compliance.....	15
1.40	Record Retention .....	15
1.41	Record Ownership.....	16
1.42	Content of Contract/Order of Precedence.....	16
1.43	Contract Changes .....	16
1.44	Substitution of Personnel.....	16
1.45	Governing Law .....	16
1.46	Claims or Controversies .....	16

## **PART II. SCOPE OF WORK/SERVICES**

2.1	Scope of Work/Services .....	17
2.2	Period of Agreement .....	17
2.3	Price Schedule .....	17
2.4	Deliverables .....	17
2.5	Location .....	17
2.6	Proposal Elements .....	18
	2.6.1 Financial.....	18
	2.6.2 Technical.....	18

## **PART III. EVALUATION**

3.1	Financial Proposal.....	19
3.2	Technical Proposal.....	19
3.3	Proposed Project Approach and Methodology.....	20

## **PART IV. PERFORMANCE STANDARDS**

4.1	Performance Requirements.....	21
4.2	Performance Measurement/Evaluation.....	21

# **REQUEST FOR PROPOSAL FOR**

## **Development/implementation of Louisiana Department of Revenue's First Data Mart**

### **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

---

#### **1.1 - Background**

The Louisiana Department of Revenue (LDR) maintains information system applications to support tax administration (and ancillary) applications. Application data for these systems currently reside in relational databases (DB2/MVS, SQLServer, and Access) and non-relational data sources (sequential files, VSAM files, Excel). LDR uses Gentax, a custom off the shelf (COTS) application developed by Fast Enterprises, LLC as its Integrated Tax System. Currently information access for these systems is supported by static data inquiry screens within each application, extensive development of custom reports, and limited ad hoc access to the operational database of each application.

##### **1.1.1 Purpose**

The goal of the overall project is to provide a highly accessible, intuitive, single point of access to information maintained and/or analyzed by LDR. The vision for meeting this goal includes the development of a series of business area data marts and the development of an enterprise data warehouse. Due to the scope and complexity of the development effort, the system will be implemented in four distinct phases:

- Phase I: Requirements gathering, development of enterprise logical data model, and design of first data mart logical model.
- Phase II: Development/implementation of the Department's first data mart.
- Phase III: Sequential implementation of full data marts across all business areas.
- Phase IV: Implementation of an enterprise data warehouse.

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1503 from bona fide, qualified proposers who are interested in providing the consulting services required for Phase II of this project - Development/implementation of the Department's first data mart. The services are to include:

- Physical database design
- Design and development of the data mart population process (SSIS ETL and CDC as required)
- Configuration of the business intelligence tool to access the data mart (Cognos metadata model and initial reports)

In order to respond to this RFP, a proposer **MUST** meet the following conditions:

- The proposer must have experience in the design, development, and implementation of data warehousing and business intelligence solutions.

- The proposer must have experience with Allfusion Erwin Data Modeler
- The proposer must provide at least two (2) but should provide no more than five (5) customer references for work performed related to the type of services being proposed in this RFP.
- The proposer must have experience with Microsoft SQL Server 2005 and 2008. This experience must include Management Studio, and creating Integration Services packages (SSIS).
- The proposer must have experience with Cognos Framework Manager, Cognos Report Studio, Cognos Query Studio, and Cognos Connection Administration – all version 8.2 or higher.

### **1.1.2 Goals and Objectives**

The full data warehouse project is to provide benefits to all levels of state employees, the legislature, and to the general public as follows:

- To benefit staff level employees through the provision of a single point of timely and intuitive access to the wide range of information contained within the business applications.
- To benefit management level employees by closing the loop between data, information, and analysis thus enabling more effective planning and decision making.
- To benefit the legislature through the provision of a data modeling and analysis tool for projecting tax collections, impact of tax law changes, and employing 'what if' scenarios.
- To benefit the citizens of Louisiana through improved employee productivity, business efficiency and process improvement(s).

In order to achieve these goals, LDR will seek to accomplish specific business objectives through the implementation of a new business intelligence system. These objectives include:

- Present application data to users as business information to eliminate the need for users to understand the format, source, and structure of the data.
- Provide a single point of access to information contained in diverse business applications.
- Provide differential levels of access to information based upon user profiles of required information access and analytical capabilities.
- Publish and broadcast commonly requested information to eliminate redundant data access and retrieval.
- Provide the functionality for a single information presentation to include data from multiple sources and formats including current data, historical data, external data, text, numeric, and graphical formats.
- Provide timely information to users by supporting a wide variety of platforms which currently includes web browsers, e-mail clients, printers, fax machines, and in the future may include cellular telephones, or other wireless PDA devices.
- Provide users with the ability to perform online analytical processing such as dynamic trending, forecasting, drill down analysis, cross-dimensional analysis, and what-if scenario analysis.

LDR desires to achieve these goals and objectives without duplicating or replacing any functionality that exists within the Gentax product.

The goal/objective for Phase II is to provide a fully functioning business area data mart. This data mart will encompass all Sales Tax Return data and has been logically modeled during the first phase of the overall project. The logical data model for Sales Tax Return data and the enterprise logical data model delivered in Phase I is available upon request. Requests should be submitted to the RFP coordinator identified in Section 1.7.2 of this RFP.

## 1.2 - Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must , Will - The terms “must” and “will” denote mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State - The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

## 1.3 - Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	April 26, 2010	
2. Deadline to receive written inquiries	May 10, 2010	
3. Deadline to answer written inquiries	May 24, 2010	
4. Proposal Opening Date (deadline for receipt of proposals)	June 11, 2010 4:00 pm	
5. Oral discussions with proposers, if applicable	<i>To be scheduled</i>	
6. Notice of Intent to Award to be mailed	<i>To be scheduled</i>	
7. Contract Initiation	<i>To be scheduled</i>	

**NOTE: The State of Louisiana reserves the right to deviate from these dates.**

## 1.4 - Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP coordinator.

All proposals shall be received by the Louisiana Department of Revenue **no later than the date and time shown in the Schedule of Events.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

**Proposal Name:** **Development/implementation of Louisiana Department of Revenue's First Data Mart**

**File Number:**

**Proposal Opening Date:** **June 11, 2010**

Proposals may be delivered by U. S. Postal Service, hand or courier service to our physical location at:

Louisiana Department of Revenue  
Attention: Elizabeth Kunjappy  
Financial Services Division  
Purchasing Section  
Room Number: 6-165  
617 North 3<sup>rd</sup> St.  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Louisiana Department of Revenue is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the LaSalle building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

### **1.5 - Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

#### **A. Cover Letter**

The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority.

The cover letter should also

- Identify the submitting Proposer;

- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

## **B. Table of Contents**

Organized in the order cited in the format contained herein.

## **C. Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, and proposer contact name and phone number. This section should also include a summary of the proposer's qualifications and ability to meet the State's overall requirements.

This section must include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied in lieu of the positive statement of compliance. The proposer must address the specific language in APPENDIX A and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. **In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP.** While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

The Contractor chosen as a result of this RFP process will be given access to Gentax database table schema which is proprietary to Fast Enterprises, LLC. Access to the core code will not be allowed, however FAST resources will be available to provide any pertinent information contained there. The Contractor will be required to sign a Non-Disclosure Agreement (NDA) with Fast Enterprises, LLC. A copy of the NDA can be found in APPENDIX G of this document. The proposer should include a positive statement of agreement with the terms of the NDA.

## **D. Corporate Background and Experience**

The proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, all staff (non-contractor) employees, and copies of their three latest financial statements, preferably audited.

This section should provide a detailed discussion of their prior experience in working on projects similar in size, scope, and function to the proposed contract and in designing, implementing, and supporting data warehouse solutions and business intelligence software. This information should include which personnel were utilized in these roles, including those personnel which are not being provided/recommended for this proposal.

Proposers should describe their experience in implementing and supporting business intelligence systems in other states (particularly revenue/taxation agencies) or in corporate/governmental entities of comparable size and diversity with references from relevant entities who will attest to the proposer's ability to provide the services specified. Proposers



must provide at least two customer references for work performed related to the types of services proposed in this RFP.

**The proposer should specifically provide this information in the format defined in APPENDIX B.**

#### **E. Proposed Project Staff**

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project. The experience and qualifications should be directly related to the personnel's role on this project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related data warehousing and business intelligence experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes. This information is a key component in evaluation of the responses.

**The proposer should specifically provide this information in the format defined in APPENDIX C.**

#### **F. Project Approach**

This section should describe:

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of Louisiana state government.
- Proposer's plan for utilizing the software outlined in this RFP without consideration for other software purchases.
- Proposer's strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self sufficient after implementation.
- Proposer's general list of tasks and associated assignments to accomplish the entire build of the data mart.
- Proposer's approach for identifying and documenting database needs.
- Proposer's method for identifying areas of project risk and procedures to mitigate these risks.

**The proposer should specifically provide this information in the format defined in APPENDIX D.**

#### **G. Cost Proposal**

The cost proposal must include any and all costs the contractor wishes to have included in the contractual arrangement with the State. The proposer shall take travel expenses, labor, per diem, overhead, and any other costs related to this service into account in determining the

hourly billing rates proposed. The State will not pay these expenses separately from the hourly rate.

The terms of any contract resulting from this RFP will be payments based on the achievement and approval of deliverables at an hourly rate. The proposer must provide a detailed cost estimate proposal highlighting each task/milestone/deliverable, which reflects the structure or work proposed in their response. The proposer should indicate key and lead personnel in each task by name, the role or responsibility each person will assume during the task, billing rate, and number of hours estimated to complete the task. The total cost for the task should also be provided.

**The proposer should specifically provide this information in the format defined in APPENDIX E.**

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. One (1) additional paper copy of the proposal should be provided. One (1) electronic copy of the proposal should also be submitted on CD, DVD, or flash drive. The electronic copy must be in searchable ADOBE (PDF) format and the file name should be Data Warehouse Phase II Proposal – *Company Name*.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.6 - Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to LDR personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.7 - Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

Not required for this RFP.

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (\*). Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this RFP may be delivered by mail, express courier, e-mail, hand, or fax to:

Louisiana Department of Revenue  
Attention: Elizabeth Kunjappy  
Financial Services Division  
Purchasing Section  
617 North 3<sup>rd</sup> St.  
Room Number: 6-165  
Baton Rouge, LA 70802

E-Mail: Elizabeth.Kunjappy@la.gov

Phone: (225)219-2123/ Fax: (225)219-2120

### **1.8 - Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.9 - Proposal Guarantee**

Not required for this RFP.

### **1.10 - Performance Bond**

Not required for this RFP.

### **1.11 - Changes, Addenda, Withdrawals**

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.12 - Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the agency soliciting proposals.

### **1.13 - Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

#### **1.14 – Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

#### **1.15 - Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

#### **1.16 - Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

#### **1.17 - Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

#### **1.18 - Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.19 - Taxes**

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

#### **1.20 - Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.21 - Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.22 - Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.23 - Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.24 - Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.25 - Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

Each proposal received will be analyzed for all required factors of the RFP. Any proposal not providing a required item, experience, information, etc. will be disqualified prior to evaluation by the committee. These items are referenced throughout the RFP by the words "must, shall and/or will".

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

### **1.26 - Contract Negotiations**

The successful proposer will be expected to enter into a contract with the State, which is substantially the same as the sample contract included in Appendix A.

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

### **1.27 - Contract Award and Execution**

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract and submit with its proposal with any exceptions or exact contract deviations that its firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

### **1.28 - Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, LDR will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. All others proposers will be notified at that time. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

### **1.29 - Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Louisiana Department of Revenue. Contact may be made by phone at (225) 219-2123 or E-mail to [Elizabeth.Kunjappy@la.gov](mailto:Elizabeth.Kunjappy@la.gov).

### **1.30 - Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Appendix A, Attachment V). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

### **1.31 - Subcontractor Insurance**

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### **1.32 - Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing



components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.33 - Fidelity Bond Requirements**

Not required for this RFP.

### **1.34 - Payment for Services**

The agency shall pay Contractor in accordance with the Pricing Schedule set forth in Appendix “E”. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract number. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.35 - Termination**

#### **1.35.1 Termination of this Agreement for Cause**

State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at it’s option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State’s failure and a reasonable opportunity for the State to cure the defect.

#### **1.35.2 Termination of this Agreement for Convenience**

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **1.35.3 Continuance of Contract**

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.36 - Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the State.

### **1.37 - No Guarantee of Quantities**

Not applicable for this RFP.

### **1.38 - Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Revenue, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after final contract payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.39 - Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

### **1.40 - Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final contract payment.

#### **1.41 - Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

#### **1.42 - Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.43 - Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Office of Contractual Review.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.44 - Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **1.45 - Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1481-1526; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 - Claims or Controversies**

Any claims or controversies shall be resolved in accordance with provisions of RS 39: 1524-1526.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 - Scope of Work/Services**

The scope of work/services to be performed can be found in Appendix A, Attachment I.

### **2.2 - Period of Agreement**

The term of any contract resulting from this solicitation is anticipated to begin on or about July 1, 2010 and end on or before April 1, 2011. The Proposer's estimate of the level of effort required for successful completion of the project will factor into the determination of the end date. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

### **2.3 - Price Schedule**

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Appendix "E". Prices submitted shall be firm for the term of the contract.

### **2.4 - Deliverables**

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

The key deliverables for this phase are:

- Project work plan and subsequent revisions.
- Plan for data mart build, including a detailed list of all tasks anticipated (this may include requirements gathering from business units/IT to clarify logical models provided).
- Physical design documents for Phase I data mart (Sales Tax Returns). This data mart includes some generic return data which will be utilized by all tax types in future phases.
- Fully operating production Sales Return data mart, including periodic scheduled load. This includes a 10 day consecutive span of successful loads of the data mart in order for the deliverable to be considered 'complete'.
- System documentation to include all procedures required for ongoing maintenance/development and daily monitoring of data mart load/reports/etc.

### **2.5 - Location**

The location the work is to be performed, completed and managed is at:

Louisiana Department of Revenue  
617 North Third Street  
Baton Rouge, LA 70802

Contractor may request to perform offsite development at the Contractor's location. A written request detailing the work that is to be performed offsite must be submitted to the State's Project Director. Approval from the State's Project Director must be granted before any offsite work may begin. Final acceptance of work is to be performed at the State's location given above.

## **2.6 - Proposal Elements**

### **2.6.1 Financial**

The proposer must identify the anticipated deliverables required for this project, provide an hourly rate to each of the project roles, the personnel to be used in that role, and an estimate of the number of hours required by each role. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. The proposer must provide a total cost for the entire project.

### **2.6.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Plans and/or schedule for the development of the data mart.
- Plans for training.
- Resumes for personnel to be assigned to this project, including those of subcontractors, if any.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

The proposer must provide references for at least two states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider should also be included.

## PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposals will first be evaluated for Proposer's Technical acceptability according to the criteria listed in Section 3.2 and Section 3.3. **Proposers must score a minimum of 50 points (out of 70) in the technical category to be considered technically acceptable and therefore deemed susceptible of being selected. Proposals not meeting the minimum technical points will be considered technically unacceptable and will not be evaluated financially.**

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### 3.1 - Financial Proposal (Value of 30 Points)

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the price schedule furnished in Appendix "E". Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

The proposer with the lowest total cost shall receive 30 points. Other proposers shall be assigned points based upon the following formula:

$$BCS = (LPC/PC \times 30)$$

Where:        BCS = Computed cost score (points) for proposer being evaluated  
                  LPC = Lowest proposed cost of all proposers  
                  PC = Total cost of proposer being evaluated

### 3.2 – Proposer Qualifications (Value of 45 Points)

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the proposer's qualifications. Such factors may include but are not limited to:

- Proposer's project management experience on projects of similar size, scope, and complexity.
- Proposer's experience with requirements gathering, design and implementation of data warehouse solutions.
- Proposer's experience with Allfusion ERwin Data Modeler
- Proposer's experience with Microsoft SQL Server 2005/2008 (including Management Studio and creating Integration Services packages).
- Proposer's experience with Cognos Report Studio, Query Studio, and Framework Manager (version 8.2 or higher)
- Proposer's pool of staff members (in addition to those assigned here) experience in all of the above listed areas.

- Proposer staff members experience (as assigned to the roles in this proposal) in all of the above listed areas.
- Proposed staff members role and responsibilities, level of effort, duration of involvement, and on-site availability.
- Stability of proposer's organization.

### **3.3 – Proposed Project Approach and Methodology (Value of 25 Points)**

The Evaluation Committee will consider, among other things:

- Proposer's understanding of the nature of the project.
- Proposer's understanding of the project risks and procedures to mitigate these risks.
- Proposer's understanding of technical issues related to the project
- Proposer's approach to implementing this system within the State's technical infrastructure and identifying issues that would prevent or impair implementation or operation across the State's heterogeneous environment.
- Proposer's approach to team structure and knowledge transfer.
- Proposer's detail discussion of implementation tasks and issues.
- Proposer's estimate, in total number of hours, of the level of effort required for successful completion of the project based on the proposer's past experience and information provided in this RFP.
- Proposer's work plan for meeting the State's estimated implementation date of April 1, 2011.

## **PART IV PERFORMANCE STANDARDS**

### **4.1 - Performance Requirements**

The Contractor shall agree to provide work and deliverables that conform to high professional standards. At the start of the contract and continuing thereafter, the contractor and State Project Manager will agree to a detailed list of deliverables, including when necessary, specifics of format and content. Standards will be established and agreed upon. All deliverables will be evaluated prior to acceptance in order to confirm that they meet requirements.

### **4.2 - Performance Measurement/Evaluation**

The State Project Manager will use the following criteria to measure the performance of the Contractor:

- Availability of Contractor's functional and technical staff to perform task assignments.
- Progress of work assignments compared to the project work plan.

The performance by the Contractor and expenditure of funds under the resulting contract will be monitored by:

- Reviewing completed deliverables to ensure that all requirements are met.
- Supervising and directing LDR staff in their assistance with the data mart build tasks, etc.
- Verifying Contractor invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.



## **APPENDIX A**

# **STATE OF LOUISIANA**

## **SAMPLE CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Louisiana Department of Revenue, hereinafter sometimes referred to as the "State" or "LDR", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

### **1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

#### **1.1 CONCISE DESCRIPTION OF SERVICES**

The specific goal and objective of the contract is for the Contractor to provide analytical and other support services at the State's discretion in the gathering of requirements for and design of the Department's first data mart.

#### **1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

Attachment V – Insurance Requirements for Contractors

### **2.0 ADMINISTRATIVE REQUIREMENTS**

#### **2.1 TERM OF CONTRACT**

This contract shall begin on July 1, 2010 and shall end on April 1, 2011. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

## 2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate six (6) months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## 2.3 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be

included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

## **2.4 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

## **2.5 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

## **2.6 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

## **2.7 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State.

In its handling of any returns of taxpayers or other records and files of the Department of Revenue, or information derived therefrom, the Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in La. R.S. 47:1508. Furthermore, the Contractor recognizes that La. R.S. 47: 1508.1 imposes fines and /or imprisonment upon conviction for the disclosure of information in violation of La. R.S. 47: 1508.

The Contractor shall disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with this contract.

The Contractor agrees and assures that data, material, and information gathered based upon this contract or disclosed to the Contractor for the purpose of this contract will not be disclosed to other parties or discussed with other parties without the prior written consent of the State.

Furthermore, the Contractor agrees to the provisions contained in Attachment VI, attached hereto and made a part of this Contract.

### **3.0 TECHNICAL REQUIREMENTS**

#### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

#### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

#### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

*A. Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

*B. Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

*C. Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

*D. Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

*E. Provide Issue Control.* Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an adequately qualified replacement in time to avoid delays to the work plan.

D. *Other Resources.* Contractor will provide other resources as specified in Attachment III.

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. *Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon

correction of all such deficiencies and acceptance by the State.

*F. Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$\_\_\_\_\_. Payment will be made only on approval of \_\_\_\_\_ (*Name of Designee*).

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Ten percent (10%) of the invoice amount approved by the State Project Manager shall be withheld as retainage pending successful completion of all tasks and deliverables. Upon completion of all tasks and deliverables defined in Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

### Payment Schedule

*To be completed during contract negotiations.*

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to

correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

## **7.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **8.0 AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

## **10.0 NONASSIGNABILITY**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

## **12.0 RECORD RETENTION**



Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

### **13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

### **14.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **15.0 Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **16.0 HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

### **17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STATE'S SIGNATURE

\_\_\_\_\_  
DATE

## **ATTACHMENT I STATEMENT OF WORK**

### **1.0 INTRODUCTION**

The Louisiana Department of Revenue (LDR) maintains information system applications to support tax administration (and ancillary) applications. Application data for these systems currently reside in relational databases (DB2/MVS, SQLServer, and Access) and non-relational data sources (sequential files, VSAM files, Excel). Currently information access for these systems is supported by extensive development of custom reports and limited ad hoc access to the operational database of each application.

The goal of the overall project is to provide a highly accessible, intuitive, single point of access to the information contained within LDR's various applications. The vision for meeting this goal includes the development of a series of business area data marts and the development of an enterprise data warehouse.

In order to achieve these goals, LDR will seek to accomplish specific business objectives for Phase II of this project. These objectives include:

- Implement a fully functioning Sales Tax Return data mart (which includes some generic return data to be used by all tax types in future phases)
- Provide an interface to the new data mart via Cognos models/reports.
- Plan for the publishing and broadcasting of commonly requested information to eliminate redundant data access and retrieval.

In order to ensure success, the State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing state of the art business intelligence and data warehousing solutions. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

### **2.0 DESCRIPTION OF SERVICES/TASKS**

The contractor is responsible for the identification, assignment, and oversight of all tasks necessary for the successful completion of the Phase II data mart, whether performed by state or contractor personnel. The contractor shall not be required to provide to the State any hardware or commercial software as part of his contract responsibilities. The contractor's primary responsibilities for this project are defined as follows:

- Project Management and Administration – Provide project management services to include such functions as initiation and monitoring of a comprehensive implementation plan, development and maintenance of the project work plan, ongoing project control, scheduling and work assignments, review of all project deliverables, identification and management of project risks, implementation planning, and project status reporting. The principles of the Contractor's project management will include:
  - Daily reinforcement of the demands of project work such as the orientation towards deadlines and the commitments of the project team to deliver a high quality work product in a timely manner. Project status will be openly displayed and reported to all team members so that the team can collectively share responsibility for each deliverable.
  - Focusing on knowledge transfer and training throughout the project by having State staff and Contractor project team members working continuously side-by-side.
- Tasks for building the Data Mart – Provide design services to include functions such as business requirements gathering and definition wherever the logical model leaves off, data modeling changes to the design as needed, physical design, data retention strategy, and hardware sizing and configuration. As part of the design component, the Contractor will develop a comprehensive implementation strategy that is consistent with the State's current requirements and anticipated requirements for future development. The responsibilities of the contractor will include:
  - Creating all ETL processes
  - Creating any CDC processes as required

- Scheduling all processes to run at intervals requested.
- Modification of the data mart's logical data model where needed
- Creating the Framework Manager model(s) (version 8.3)
- Creating the corresponding Cognos Report Studio and Query Studio reports
- Creating any Event Studio scheduling as needed
- Creating an estimated 10 initial reports (to be defined during the project)
- Note: All assignments will be completed in conjunction with LDR staff, however, assignments will be directed by contractor and determined by contractor/LDR project manager
- Knowledge Transfer – Preparing State staff to assume responsibility for continued support and enhancement of the system throughout the lifecycle. The primary goal of knowledge transfer is to assist the State in meeting its business goals and objectives by creating proficient users of the system. The State recognizes that State staff involvement is a key ingredient in the system's long-term success. Therefore, it is critical that the staff fully understands all aspects of the system. The Contractor will be required to deliver a training plan for both technical and functional project staff. The goals of the education and training curriculum for the state project team will be designed to:
  - Provide a level of knowledge to the project team to enable State staff to assume the responsibility of developing and delivering end-user training.
  - Provide extensive detailed documentation on all processes created and points of troubleshooting. This documentation should encompass the entire load of the data mart in detailed format and specifications on any reports created.

### **3.0 SCHEDULE REQUIREMENTS**

It is anticipated that work will begin on or around July 1, 2010 with a completion target date of April 1, 2011. A finalized project work plan should be completed within the first 30 days of the contract.

### **4.0 PERFORMANCE MEASURES AND MONITORING PLAN**

The State Project Manager will use the following criteria to measure the performance of the Contractor:

- Availability of Contractor's functional and technical staff to perform task assignments.
- Progress of work assignments to the project work plan.

The Contractor will be expected to maintain an up to date work plan of all project tasks, activities and resources including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. It is envisioned that the project work plan will be revised from time to time as provided in this contract and that it will incorporate all tasks, activities, and resources, other than work performed by State personnel as part of their on-going, non-project responsibilities needed to complete the project.

The Contractor will use techniques that will enable them to quickly spot potential issues and initiate proper corrections before these issues become major problems. The Contractor will routinely monitor progress against key project milestones and provide important information for identifying schedule and resource problems.

Status reports will be provided to the State on a monthly basis. The status reports will include hours worked by the Contractor's consulting staff, tasks completed during that time period by the project team, tasks delayed, reasons for delay, and tasks in-progress. In addition, the status report will include any issues that arose during the reporting period and the steps taken to resolve those issues. The report will be delivered to the State's project manager within five business days of the period covered.

The performance by the Contractor and expenditure of funds under the resulting contract will be monitored by:

- Reviewing completed deliverables

- Supervising and directing LDR staff in their assistance with the tasks required.
- Reviewing the monthly status reports.
- Verifying monthly Contractor invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.

## **5.0 DELIVERABLES**

The key deliverables for this phase are:

- Project work plan and subsequent revisions.
- Plan for data mart build, including a detailed list of all tasks anticipated (this may include requirements gathering from business units/IT to clarify logical models provided).
- Physical design documents for Phase I data mart (Sales Tax Returns).
- Fully operating production Sales Return data mart, including periodic scheduled load. This includes a 10 day consecutive span of successful loads of the data mart in order for the deliverable to be considered 'complete'.
- System documentation to include all procedures required for ongoing maintenance/development and daily monitoring of data mart load/reports/etc.

## **6.0 STANDARD OF PERFORMANCE**

The State and the Contractor will identify, establish, and document the basic standards and procedures for the project during the project preparation phase. The standards document will form part of the project charter and should be made available to all project members. Some of the key issues that need to be defined include:

- Identifying the Project Communication Plan
- Define Project Documentation
- Create Issue Management Plan
- Define Project Planning and Monitoring Standards

The Contractor shall agree to provide work and deliverables that conform to high professional standards. At the start of the project and continuing thereafter, the Contractor and the State Project Manager will agree to a detailed list of deliverables, including when necessary, specifics of format and content. Standards will be established and agreed upon. All deliverables will be evaluated prior to acceptance in order to confirm that they meet requirements.

## **ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT**

The State's current environment is as follows:

### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

The current hardware and operating system software configuration can be found in Appendix F.

### **2.0 SPECIAL REQUIREMENTS**

The Data Modeling tool that will be used on this project will be Allfusion ERwin Data Modeler

The Business Intelligence tool that will be used on this project is Cognos 8 (currently version 8.3).

The ETL tool that will be used on this project is Microsoft SQL Server Integration Services (currently 2005).

The majority of the data to be extracted and loaded into the data mart resides in SQL 2005 databases within the Department's tax processing application. The tax processing application contains a reporting database, which is a copy of the production database. The reporting database is comprised of 1,157 tables and is currently 850GB in size. The reporting database is refreshed on a daily basis, but is not necessarily a daily refresh as processes may still be occurring during the backup/restore. The operational data for the initial data mart is estimated at 100 GB. It is anticipated to grow at a rate of approximately .5 GB per year. The data mart will be refreshed daily, but will not necessarily be a full refresh and as changed data will be required in most cases.

### **3.0 STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, migrations, software distribution, security, networking, and usage of State resources.

The proposed Enterprise Data Warehouse must be designed for incorporation into the Department's disaster recovery plans using existing BIA/BC guidelines.

All State computer data will be designated with one of three security classifications:

- **CONFIDENTIAL / SENSITIVE** – This information if released will cause harm to a person, an agency, or the State. The information is CONFIDENTIAL if not reclassified or is protected by one or more of the following: Agency policy, State policy, Local law, State law, or Federal law.
- **INTERNAL / INSENSITIVE** – This is information intended for use within the Agency. An accidental release of this information will not cause harm to a person, an agency, or the State.
- **PUBLIC** – This is information specifically prepared and formatted for consumption by the general public.

All data when created is CONFIDENTIAL. The data owner may document and lower the classification if the data meets the above specifications.

The methods used in protecting data shall address not only the storage of the data but also the transport of the data to other systems and the delivery / display of the information to a workstation.

The State will require the provision of necessary technical documentation as well as adherence to migration procedures for all program changes made by the Contractor.

**ATTACHMENT III**  
**CONTRACTOR PERSONNEL AND OTHER RESOURCES**

**1.0 CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name/Primary company or subcontractor name/Company Responsibilities/Classification Rate</u>	<u>Expected Duration</u>
...	
...	
...	
...	

*[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]*

**2.0 PC WORKSTATIONS**

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

**3.0 NETWORK CONNECTIVITY**

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **ATTACHMENT IV STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

### **1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is Greg Montagnino, Information Technology Division Director who is the principal point of contact for this contract on behalf of the State.

### **2.0 TECHNICAL STAFF**

State will provide the equivalent of three (3) technical employees to be manpower loaded at no more than 50% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

### **3.0 FUNCTIONAL STAFF**

State will provide the equivalent of two (2) functional employees to be manpower loaded at no more than 30% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

### **4.0 OFFICE FACILITIES**

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

### **5.0 COMPUTER FACILITIES**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.



## **ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS**

### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **4.0 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability Coverages**

- a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

## 5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

## 6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

## **ATTACHMENT VI**

### **1. PERFORMANCE**

In performance of this contract, the contractor agrees to comply, with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output would be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in NIST SP 800-53. To meet functional and assurance requirements, the security features of the environment provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contract will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## 11. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or returns information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information of a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5000 or imprisonment for as long as 5 years, or both, together with costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n). Additional criminal penalties may be imposed under state law pursuant to La.R.S.47: 1508 et. Seq.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure by Privacy Act of 1974, 5 U.S. C 552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5U.S.C.552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

## 111. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be in noncompliance with contract safeguards.

## **APPENDIX B**

### **CORPORATE BACKGROUND and EXPERIENCE FORMAT**

#### **COMPANY DESCRIPTION**

Provide a brief description of the company including history, corporate structure and organization and the number of years in business. Provide a breakdown of current company personnel (number of employees, roles each employee has performed, specialty areas, etc. This personnel should be only staff employees, not contract personnel, but do not have to be personnel to be utilized on this project.

#### **RELEVANT EXPERIENCE**

**For each project referenced – provide the information in the following format:**

##### **Project 1**

Application type(s): Data Warehouse, Business Intelligence, Web Intelligence, etc.

Application software (list products utilized): ETL software, Business Intelligence software, Data Cleansing software, etc.

Customer type: Specify city, county, state, university, federal, corporation, etc.

Project Size: Specify the number and size of source systems; number and size of target data marts /data warehouse; number of end-users.

Project Dates: (Indicate the start and end date of the project. If the project is not completed, indicate the expected end date. If you provided post implementation support services for a time period not included in the project end date, please indicate this in the On-Going Support section below).

Work performed: (Explain the project and the work performed by your company).

Relevance: (Briefly define the relevance of the project being referenced to this project—Similar in size, scope, complexity, significant design challenges and/or implementation effort, etc).

Technical Environment: Data base (DB2, Oracle, Sybase, etc), AIX, UNIX, etc.

Reference: (Provide the name, title, address and telephone number of the person that can be contacted for references).

On-Going Support: (This section will be used for informational purposes only and will not be evaluated. Indicate the number of months support was provided. Briefly describe the services provided. Indicate if the support was provided by a member(s) of your staff remaining on site, off-site support only or a combination of off-site and on-site).

Personnel assigned to this project: (Provide personnel utilized on the project, their role, and whether they are/were staff employees or subcontract personnel. Include all personnel, not just those provided for this proposal response.

##### **Project 2, 3, etc.**

**NOTE: A COPY OF THE THREE LATEST FINANCIAL STATEMENTS, PREFERABLY AUDITED, SHOULD BE SUBMITTED WITH THE PROPOSAL, OR MUST BE MADE AVAILABLE UPON REQUEST.**

## APPENDIX C

### PROPOSED PROJECT STAFF FORMAT

#### Proposed Project Staff:

##### Name and Title:

**Company employee or Subcontractor?** (if subcontractor, give company also):

**Role on this project:** (*Lead Data Modeler, Lead DW Analyst, Project Manager, etc.*)

**Availability:** (*Hours per week or hours per month and specify on-site or off-site hours*)

**Duration of Involvement:** (*indicate the estimated dates that the person will be on-site*)

**Customer references:** (*Name, Title, Company Name, Address & Telephone #*)

#### Prior Experience:

**DATA WAREHOUSE / BUSINESS INTELLIGENCE EXPERIENCE – For each project referenced provide the information in the following format:**

##### **Project 1:**

Application type: (*Data Warehouse, Business Intelligence, Web Intelligence, Data Mining, etc.*)

Customer Type: (*city, county, state or federal government, or corporation*)

All Software utilized:

Dates:

Role/responsibility on project:

##### **Project 2, 3 etc.**

**OTHER experience – For each project referenced – provide the information in the following format:**

##### **Project 1:**

Application type: (*HR, Financial, CRM, ERP, SCM, etc.*)

Application Software: (*custom or specify application software products*)

Customer Type: (*city, county, state or federal government, or corporation*)

Dates:

Role/responsibility on project:

##### **Project 2, 3 etc.**

#### Education, Training, Certifications:

## **APPENDIX D**

### **PROJECT APPROACH FORMAT**

#### **NATURE OF PROJECT**

Describe your understanding of this project.

#### **PROJECT MANAGEMENT**

Describe your approach to project management.

#### **FUNCTIONAL APPROACH**

Define the functional approach and design methodology including requirements gathering methods

#### **SYSTEM CONFIGURATION**

Define the strategy for determining the system configuration recommendations

#### **TRAINING and DOCUMENTATION**

Define the approach for training the project team; define the approach for system documentation.

#### **TEAM ORGANIZATION**

Define your approach for team organization and task assignments.

#### **KNOWLEDGE TRANSFER**

Define the strategy for transfer of application knowledge to position the State to be self sufficient in support of the system.

#### **SECURITY**

Define the approach to security.

#### **PROJECT RISKS**

Identify potential areas of risk associated with the project along with mitigation strategies.

#### **LEVEL of EFFORT ESTIMATE**

Based on proposer's past experience and the information provided in the request for proposal provide an estimate for the level of effort (in total contractor hours) required for successful completion of the project. Assuming a project start date of July 1, 2010, an estimated end date must be provided.

#### **OTHER**

Provide any other information which you feel is relevant that was not specifically required in section 1.5.D.



## APPENDIX E

### COST PROPOSAL

The proposer must identify the anticipated deliverables required for this project, provide an hourly rate to each of the project roles, the personnel to be used in that role, and an estimate of the number of hours required by each role contained in the matrix. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

The total cost allocated in this matrix will be proposer's estimate of the level of effort required for successful completion of this project based upon the proposer's past experience and the information provided in this request for proposal.

The proposer may modify the matrix to add additional rows so that all anticipated deliverables, roles, and/or personnel are included in the final cost proposal submission.

<b>Deliverable Description</b>	<b>Role</b>	<b>Name</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Deliverable Cost</b>
<b>Total Cost*</b>					

\* The total cost will be used in the financial evaluation of each proposal.

## **APPENDIX F**

### **Hardware/Software environment of Tax application**

#### **1. Major Applications**

Tax Processing  
Accounts Receivable  
Imaging

#### **2. LAN/MAN/WAN**

Windows 2003 Server Farm, and SAN housed at Dept. of Public Safety Data Center

##### Headquarters

Connected to Data Center by 1 GHz link as part of State MAN  
675 users local connection via 100mb Fast Ethernet  
Scanning and OCR processing

##### Remote Sites – 12

Connected via Frame-Relay connections ranging from T1 to 6 Mbps  
Users 10-70 per site  
300 total users local connection via 100mb Fast Ethernet

TOPOLOGIES	Fast Ethernet Gigabit Ethernet
NETWORK OPERATING SYSTEM	Windows 2003 Ent. Server (115 Servers) Active Directory Active/Passive and Active/Active Clustering
CLIENT OPERATING SYSTEMS	Windows XP Professional (1085 workstations) Windows XP Professional (340 laptops) Macintosh (4 workstations)
PROTOCOLS	TCP/IP DLC/SNA
INTERNET CONNECTION	Through State network – LaNet
GATEWAYS USED	Routers SNA Gateways
NETWORK MANAGEMENT SYSTEMS	Cisco Router & Switch IOS Utilities Microsoft Operations Manager IP Monitor SolarWinds Dell Open Manage

#### **3. Typical LAN Client Configuration**

PROCESSOR TYPE	Pentium 4 / 2.8 GHz
MEMORY	512 MB

DISK CAPACITY	40 GB
NETWORK INTERFACE CARD	Ethernet 100mbps
CDROM	CD-R / RW

#### 4. LAN Applications

APPLICATION	SOFTWARE UTILIZED
Electronic Mail	Exchange 2000 / MS Outlook
Word Processing	MS Word
Spreadsheets	MS Excel
Database	MS SQL 2005 & 2008 / MS Access
Business Graphics	MS PowerPoint
Terminal Emulation	Attachmate EXTRA 7.11 / APPN Node 802.2
Imaging	Gentax Imaging
Internet Access	Internet Explorer 7.0
Tax Processing	GenTax

## **APPENDIX G**

### **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement ("Agreement") is made between FAST ENTERPRISES, LLC, a New York Limited Liability Company, ("Fast"), and \_\_\_\_\_ ("The Recipient"). In the course of performing work for the Louisiana Department of Revenue ("The Agency"), the Recipient may gain access to Fast Confidential Material.

The following articles govern the procedures by which the undersigned ("I", "me", "my") will handle the Fast Confidential Material. Specifically:

1. Fast declares that the following are confidential ("Confidential Material"):
  - a) Any products, tools, inventions, innovations, program code and executables, data designs, data definitions, programming aids and tools, drawings, formulae and algorithms, ideas, designs, concepts, know-how, discoveries, techniques, training material, documents, manuals, methodologies, knowledge capital and other material and information, electronic or otherwise, which are directly or indirectly related to computer software owned by Fast whether that software is used internally by Fast, licensed commercially by Fast, or otherwise used and whether copyrightable or patentable or not;
  - b) Any documents or material which are marked "Confidential"; and
  - c) Information related to the business affairs of Fast such as, but not limited to, customer lists, marketing plans, pricing policies, and corporate finances; and
  - d) Material and information which, under the circumstances surrounding the disclosure, ought to be treated as confidential.
2. The Agency will disclose such Confidential Material to the Recipient only as required for the Recipient to perform the contracted work ("Purposes").
3. I agree to receive any such Confidential Material in confidence and to use such Confidential Material solely for the Purposes. I further agree to take either:
  - a) Such measures as I would take in protecting the confidentiality of my own confidential information or
  - b) Such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information, whichever represents the higher standard, in protecting the confidentiality of the Confidential Material.
4. I agree that any Confidential Material that I receive can only be used for the Purposes. Other uses can be made only after obtaining the written permission of Fast.
5. I agree not to incorporate the Confidential Material, or any residuals thereof, into any products or services that might compete, directly or indirectly, with products and services offered by Fast.
6. I understand that my exposure to Confidential Material may allow me to understand core concepts of how various Fast software products work. I further understand that it would be nearly impossible for me to eliminate that understanding from the body of my experience that guides my future design decisions. As such, I agree not to create, enhance or build a product that competes with the Fast software products to which I am exposed via the Confidential Material.
7. I agree not to remove, from Agency property, any Confidential Material without first obtaining the written permission of Fast.
8. I agree that I will not disclose any Confidential Material, directly or indirectly, to any party other than Fast or the Agency without first obtaining the written permission of Fast.

9. I agree that all Confidential Material provided under the terms of this Agreement shall remain the property of Fast and shall be returned to Fast upon its request, including any and all copies.
10. Nothing herein shall be construed as giving me any license or right in connection with the Confidential Material disclosed to me. I understand that Fast makes no warranties and accepts no liability with respect to the accuracy, completeness or reliability of the Confidential Material.
11. My obligation to maintain information in confidence shall not extend to such portions of the information as are general knowledge in the public domain or in my possession or custody prior to execution of this Agreement, as evidenced by dated documentation.
12. I understand that my obligation to protect the confidentiality of the Confidential Material extends beyond the Purposes. Furthermore, my obligation to protect the confidentiality of the Confidential Material is not subject to changes in my employment status.
13. I understand that access to the Confidential Material is provided for the Purposes and on a need-to-know basis. If, for any reason, such need no longer exists, I agree that I will return all Confidential Material to Fast, including any and all copies.
14. I understand that breach of any provisions of this Agreement may cause irreparable harm to Fast or to any third-party to whom Fast owes a duty of confidence, and that the injury to Fast or to any third-party may be difficult to calculate and inadequately compensable in damages. I understand that Fast is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Agreement.
15. If any term of this Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

Please acknowledge the Agreement at the signature block below if you are prepared to accept the conditions.

**ACCEPTED:**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_